

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICTS OF ARKANSAS

RE: MICHAEL & SAMANTHA TURNER

CASE NO.: 4:15-BK-12436 T/G

MODIFICATION OF CHAPTER 13 PLAN

Come now the Debtors and for their modification to the original or modified Chapter 13 plan state:

1. **PAYMENT TO THE TRUSTEE:**

THE DEBTORS PROPOSE TO PAY \$ 2,675.00 PER MONTH TO THE TRUSTEE.

[Indicate how often the Debtor is paid by checking the appropriate box below:]

() Weekly; () Bi-Weekly; () Semi- Mo; () Monthly or () other

(if OTHER, please specify: _____

2. **THE PLAN LENGTH:** shall remain the same unless otherwise indicated below:

() Increase plan length to _____ months.

() Decrease plan length to _____ months.

Debtor proposes to pay all disposable income into the plan for **not less than the applicable commitment period** (unless unsecured creditors are being paid in full (100%)). The plan length shall not exceed 60 months.

3. **UNSECURED CREDITORS** are to be paid a Pro-rata dividend.

4. **MODIFIED TREATMENT OF EXISTING CREDITORS:**

The following **CHANGES** are to be made to each creditor as set out below:

CREDITOR NAME

CHANGE IN TREATMENT/CLASSIFICATION

Santander Consumer USA Inc.
d/b/a Chrysler Capital

Creditor was originally listed as Santander. Creditor is actually Santander Consumer USA Inc. d/b/a Chrysler Capital (Claim #1). Debtor surrenders collateral (Jeep Wrangler) in full satisfaction of secured claim. Creditor may file a general unsecured claim for any deficiency.

Santander Consumer USA Inc.
d/b/a Chrysler Capital

Creditor was originally listed as Chrysler. Creditor is actually Santander Consumer USA Inc. d/b/a Chrysler Capital (Claim #2). Claim of \$74,295.99 shall be paid through the plan. Creditor shall receive a monthly payment of \$1,377.00 which includes interest at the rate of 4.25% per annum. This 3/4 ton truck is used for work purposes.

First Security Bank

Claim secured by 1978 Ford F100 shall be paid in full over the life of the plan in monthly installments of \$49.00 which includes interest at the rate of 7.29% per annum. Creditor shall receive adequate protection payments in the amount of \$49.00.

US Bank Home Mortgage

Creditor shall receive the regular monthly payment of \$718.69 plus an additional \$37.50 per month until the arrearage of \$2,044.56 is cured.

ADDITION OF SECURED CREDITORS TO THE PLAN:

Secured creditors who will retain their liens and be paid the value of their collateral or the amount of their debt, whichever is less, shall be paid as follows. Any amount claimed in excess of the value of the collateral will be treated as a nonpriority unsecured creditor.

<u>Creditor Name and Address</u>	<u>Net Payoff</u>	<u>Value</u>	<u>Unsecured portion</u>	<u>Int. rate * pd by plan</u>	<u>Monthly payment</u>
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*If this space is left blank no interest is to be paid.

Please indicate any debts which will extend beyond the length of the plan. Such debts must have a "monthly payment" proposed. Also if the debt is in default, you must provide separately for such default.

ADDITION OF PRIORITY CREDITORS TO THE PLAN: Such as taxes or wages.

The following creditors are added to the plan and shall be paid as follows:

<u>Name of Creditor</u>	<u>Per month, If any</u>	<u>Total Debt</u>
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ADDITION OF UNSECURED DEBTS: The following unsecured creditors are added to the plan. Each creditor must be classified as a "PRE-" or POST-" petition creditor.

<u>Name and Address of Creditor</u>	<u>Classification</u>	<u>Amount Owed</u>
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PRE-PETITION UNSECURED CREDITORS SHALL BE PAID A PRO-RATA DIVIDEND.

POST-PETITION UNSECURED CREDITORS SHALL BE PAID A _____ DIVIDEND.

UNSECURED CREDITORS SHALL BE PAID AT LEAST AS MUCH AS THEY WOULD RECEIVE UNDER CHAPTER 7.

ALL OTHER PROVISIONS AS SET FORTH IN THE LAST CONFIRMED PLAN REMAIN THE SAME.

DATED: September 1, 2015

KNOLLMAYER LAW OFFICE, P.A.

2525 John Harden Drive
Jacksonville, AR 72076
(501) 985-1760

By: /s/Laura Grimes

Michael Knollmeyer, AR86-105
Laura Grimes, AR96-243
Attorneys for Debtor(s)

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICTS OF ARKANSAS

RE: MICHAEL & SAMANTHA TURNER

CASE NO.: 4:15-BK-12436 T/G

NOTICE OF OPPORTUNITY TO OBJECT TO
CHAPTER 13 PLAN

You are hereby notified that the above captioned Debtor(s) has filed the attached Chapter 13 plan pursuant to 11 U.S.C. Subsec. 706. Objections to Chapter 13 plan in the case must be filed with the Bankruptcy Court at 300 West Second Street, Little Rock, AR 72201 in writing within 21 days from the date of this notice, with copies to the attorney for the Debtors and Jack Gooding, Trustee, P.O. Box 8202, Little Rock, AR 72221-8202.

If objections to the Chapter 13 Plan are filed, they will be set for hearing by subsequent notice. If no objections are received, the Petition will be confirmed without further notice or hearing.

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that copies of the foregoing notice and attached Chapter 13 Plan have been mailed or e-mailed to all creditors whose names and address are set forth below, and to those listed on the attachment:

KNOLLMAYER LAW OFFICE, P.A.

2525 John Harden Drive
Jacksonville, AR 72076
(501) 985-1760

By: /s/Laura Grimes
Michael Knollmeyer, AR86-105
Laura Grimes, AR96-243
Attorneys for Debtor(s)

Date: September 1, 2015

Jack Gooding
P.O. Box 8202
Little Rock, AR 72221-8202

Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

Employment Security Division
P.O. Box 2981
Little Rock, AR 72203

U.S. Attorney (Eastern District)
P.O. Box 1229
Little Rock, AR 72203

Department of Finance and Admn.
Legal Division
P.O. Box 1272
Little Rock, AR 72203

First Security Bank
gjiles@millarjileslaw.com

Santander Consumer USA Inc.
d/b/a Chrysler Capital
PO Box 961275
Ft. Worth, TX 76161-1254

US Bank Home Mortgage
4801 Frederica St.
Owensboro, KY 42301